

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

CAPITAL CROSSING BANK, a
Massachusetts Trust Company,

Plaintiff,

vs.

NORTHEAST GENERAL
PARTNERSHIP, et al.,

Defendants.

NO. CV-06-0088-JLQ

**JUDGMENT AND DECREE OF
FORECLOSURE**

JUDGMENT SUMMARY

1. Judgment Creditor: CAPITAL CROSSING BANK
2. Judgment Debtors: NORTHEAST GENERAL PARTNERSHIP, CHARLES GAMBILL, DIANE GAMBILL, and their marital community, JAN-MICHAEL GAMBILL.
3. Principal Judgment: \$ 2,664,295.60
4. Attorneys for Judgment Creditor: Richard W. Kuhling
Geoffrey J. Aultman
Philip S. Brooke III
Paine Hamblen, LLP
717 W. Sprague Ave., Suite 1200
Spokane, WA 99201

This matter having come on regularly for hearing before the above entitled court on Plaintiff's Second Amended Complaint for Foreclosure and Deed of Trust; Injunctive Relief;

1 and Appointment of Custodial Receiver, Plaintiff appearing by and through its attorneys
2 Richard W. Kuhling of Paine Hamblen LLP and the court having previously entered an Order
3 of Default against Defendants Spokane County and Spokane County Utilities Director;
4 Raymond W. Ketzel and Virginia Ketzel, husband and wife and the marital community
5 comprised thereof; and Michael W. Lee and Robin L. Lee, husband and wife and the marital
6 community comprised thereof; and M-R Fitness, Inc., a Washington corporation, (collectively
7 the "Default Defendants"); and the court having before it the Confession of Judgment of
8 Defendants Northeast General Partnership, a Washington general partnership; Charles
9 Gambill and Diane Gambill, individually and as general partners of Northeast General
10 Partnership and as husband and wife and the marital community comprised thereof;
11 Jan-Michael Gambill, individually and as a general partner of Northeast General Partnership;
12 and Global Fitness, Inc., a Washington corporation (collectively the Judgment Defendants).
13 The said Judgment Defendants being represented by Steven Schneider of Murphy Bantz and
14 Bury P.S. and the court being otherwise fully advised in the premises, now hereby enters its
15 Judgment and Decree of Foreclosure as follows:

16 **IT IS ORDERED, ADJUDGED AND DECREE THAT:**

17 1. Capital Crossing Bank is hereby awarded judgment against the Judgment
18 Defendants (except Global Fitness, Inc.) in the amount of \$2,664,295.60 together with interest
19 thereon at the rate of 15% per annum or \$797.05 per day from and after October 1, 2007 until
20 date of payment.

21 2. That all sums due Capital Crossing Bank as set forth in the preceding paragraph 1
22 are secured by the Deed of Trust Security Agreement Assignment of Leases and Rents and
23 Fixture Filing dated May 22, 1992 and recorded June 1, 1992 under Spokane county Auditor's
24 file #9206010325 and rerecorded under #9207130314 (herein the "Deed of Trust") the lien
25 of which Deed of Trust is a prior lien upon the following described real property and which
26 lien is prior and superior to any right, title, lien or interest of the Judgment Defendants and

1 the Default Defendants except for the lien of Spokane County and Spokane County Utilities
2 Director for real estate taxes, assessments and utilities;

3 The West 350 feet of the South 370.72 feet of the South half of the Southeast
4 Quarter of the Northeast Quarter of Section 19, Township 26 North, Range 43 East, W.M.;

5 Except that portion thereof conveyed to the State of Washington for S.R. No. 3,
6 lying East of a line parallel with and 50 Feet West of the center line of said road;

7 Also excepting the North 155 Feet thereof;

8 Also Excepting therefrom any portion lying within Kedlin Addition as per plat
9 thereof recorded in Volume 5 of Plats, Page 93; Situate in the County of Spokane, State
10 of Washington (herein the "Property").

11 3. That the Deed of Trust is hereby foreclosed; that the Property shall be sold by the
12 Sheriff of Spokane County in the manner provided by law and the proceeds thereof shall be
13 paid to Capital Crossing Bank in accordance with this Judgment;

14 4. That Plaintiff shall have and recover any deficiency from the sale of the Property
15 against the Defendants Northeast General Partnership, a Washington general partnership;
16 Charles Gambill and Diane Gambill and the martial community comprised thereof and
17 Jan-Michael Gambill;

18 5. That all right, title or claim of interest of the Defendants or any of them, (except for
19 the lien of Spokane County and the Spokane County Utilities Director for real estate taxes,
20 assessments and utilities) and of all claiming by, through or under them, or any of them,
21 subsequent to the execution of the Deed of Trust in and to the Property described or any part
22 thereof is inferior and subordinate to the lien of Plaintiff's Deed of Trust and is hereby forever
23 foreclosed except only for the statutory right of redemption allowed by law;

24 6. That the Plaintiff be and is hereby granted the right to become a bidder and
25 purchaser at the sale and when the sale has been completed, the purchaser shall be entitled to
26 immediate possession of the Property; and

7. That any and all persons acquiring any right, title, estate, lien or interest in and to the Property or any part thereof subsequent to the 22nd day of May, 1992, the date of the Plaintiff's Deed of Trust which is foreclosed herein, be and they are hereby forever foreclosed of any such right, title, estate, lien or interest as against the Plaintiff in this action.

IT IS SO ORDERED. The Clerk of this court shall enter this Order and forward copies to counsel.

DATED this 4th day of December, 2007.

s/ Justin L. Quackenbush
JUSTIN L. QUACKENBUSH
SENIOR UNITED STATES DISTRICT JUDGE